
INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

Institutional Telecommunications Services Tariff
of

Smart Communications Holding, Inc.

Toll Free: (888) 253-5178
www.smartcommunications.us

This tariff contains the rules, regulations, descriptions, and rates applicable to the furnishing of institutional telecommunication services provided by Smart Communications Holding, Inc. ("Smart Communications") within the State of South Carolina. This tariff is on file with the Public Service Commission of South Carolina. Copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued:

James P. Logan, President
10491 72nd Street
Seminole, FL 33777

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION
Title	Original	*		
1	Original	*		
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INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate automated operator services by Smart Communications Holding, Inc. for use by inmates in correctional institutions within the State of South Carolina subject to the jurisdiction of the Public Service Commission of South Carolina.

SERVICE AREA

Smart Communications Holding, Inc. will provide intrastate automated operator-assisted institutional calling services throughout the State of South Carolina.

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EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (D) - Delete or discontinue.
- (I) - Change Resulting in an increase to a customer's bill.
- (M) - Moved from another tariff location.
- (N) - New
- (R) - Change resulting in a reduction to a customer's bill.
- (T) - Change in text or regulation.

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Subscriber's location to a Smart Communications switching center or designated point of presence.

Automated Collect Call - Calls billed to the called party that are completed through an automated call processing system. The automated system prompts the call originator and called party. The called party must accept charges for the call and is responsible for payment.

Called Party - The person, individual, corporation or other entity whose telephone number is called. The Called Party is responsible for payment of the charges for use of ICS's automated collect service

Commission - The Public Service Commission of South Carolina.

Company or Carrier - Smart Communications Holding, Inc., unless otherwise clearly indicated by the context.

Correctional or Confinement Institutions - Used throughout this tariff to refer to any type of confinement facility, including prisons, jails, work farms, detention centers or other facilities used for penalty or confinement purposes.

Customer or End User - The person, firm, corporation or other entity which uses Smart Communications' service and is responsible for payment of charges and compliance with the Company's tariff.

Inmates - The jailed or confined population of correctional or confinement institutions.

LEC - Local Exchange Company.

ORS - Refers to the South Carolina Office of Regulatory Staff.

Smart Communications - Used throughout this tariff to mean Smart Communications Holding, Inc.

Subscriber - The correctional institution which orders or uses Smart Communications' service and is responsible for compliance with tariff regulations. The Subscriber enters into an agreement with the Company for the provision of collect-only automated operator assisted telecommunications services for use by inmates.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Smart Communications Holding, Inc.

Smart Communications' services and facilities are furnished for communications originating at correctional or confinement institutions within the state of South Carolina. The terms of this tariff apply to Smart Communications' intrastate calls.

Smart Communications provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. Smart Communications may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the subscriber, to allow connection of a Subscriber's location to Smart Communications services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are available twenty-four hours per day, seven days per week subject to restrictions imposed by the administration of the Correctional Institution.

2.2 Limitations

2.2.1 Smart Communications provides calling services to inmates of confinement/correctional institutions.

2.2.2 Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this tariff.

2.2.3 Smart Communications reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.4 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.5 All facilities provided under this tariff are directly or indirectly controlled by Smart Communications Holding, Inc. and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company.

2.2.6 Service may otherwise be limited at the request of the Institution's administration or by rules of the Commission to decrease fraud and maintain security and control over the inmate population.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited, subject to the limitations in this tariff.

2.4 Liabilities of the Company

2.4.1 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.4.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer, End User and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer, End User or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

2.4.3 The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service which is not the direct result of the Company's negligence.

2.4.4 Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the charge to the Customer for the interrupted call.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Deposits and Advance Payments

The Company does not normally require deposits. However the company reserves the right to collect a deposit from parties who are billed for calls from inmates, pursuant to standards established by rules set forth in South Carolina Rule 103-621.

The Company does not normally require advance payments for service. However, Smart Communications reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Taxes and Fees

2.6.1 All state and local taxes (i.e., sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a tax or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.6.2 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), a per call charge may be applied to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company's service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any re-originated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call, up to	\$0.50
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment for Service

2.7.1 Payment for Service

The Customer is responsible for payment of all charges for services furnished to the Customer or by Smart Communications. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments (such as a local exchange company).

2.7.2 Disputed Charges

Charges billed directly by the Company are due upon receipt. Amounts not paid within twenty (20) days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute as to charges must be received by the Company within thirty (30) days after the date of the invoice. Otherwise, all charges will be considered correct and binding.

For charges billed through the Customer's local exchange carrier, notice from the Customer of disputed charges must be received in writing by the Company within ninety (90) days after the date of the bill is issued. Otherwise, all charges will be considered correct and binding on the Customer.

The Company will promptly investigate and advise all billed parties as to its findings concerning disputed charges. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the South Carolina Office of Regulatory Staff (ORS). The address of the Commission is as follows:

Office of Regulatory Staff	
State of South Carolina	
Consumer Services Division	
1401 Main Street, Suite 900	
Columbia, SC 29201	
Telephone	803-737-0800
Toll Free Number	800-922-1531
Fax Number	803-737-4750

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment for Service, (Cont'd.)

2.7.3 Validation of Credit

Services provided by the Company are available to inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit amount. Where a requested billing method cannot be validated, the Company may require service to be provided via a prepaid account.

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Refusal or Discontinuance by Company

2.8.1 Smart Communications may refuse or discontinue service for any of the following reasons:

- A. For failure of the Customer to pay a bill for service when it is due.
- B. For failure of the Subscriber to provide the Company reasonable access to its equipment and property.
- C. For Subscriber's breach of the contract for service between the Company and the Subscriber.
- D. For a failure of the Subscriber to furnish such service, equipment, and/or rights-of-way necessary to serve said Subscriber as shall have been specified by the Company as a condition of obtaining service.
- E. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- F. In the event of tampering with the Company's equipment.
- G. In the event of a condition determined to be hazardous to the Customer or Subscriber, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
- H. In the event of a Customer's or Subscriber's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- I. In the event of fraudulent use of the service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance.

2.10 Call Restrictions

Calling capabilities may be restricted by the administration of the correctional or confinement institutions. The following types of calls will be blocked: directory assistance, 0-, 700, 800, 900, 976, 950, 10XXX, 1+ sent paid, third number billed, credit card and local direct. The Institution may block calls to specific telephone numbers and may limit calling service to pre-approved telephone numbers only. Call duration may be limited by the Institution.

2.11 Marketing Practices

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Company hereby asserts and affirms that as a reseller of intrastate telecommunications service, it will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing practices, if any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina. As a provider of service to inmates in Confinement Institutions, the Company does not engage in telemarketing.

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INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

Service is offered to inmates and other incarcerated persons in correctional or confinement facilities for outward-only calling.

Use of the automated collect calling service is subject to institution's administrative restrictions.

3.2 Timing of Calls

3.2.1 Long distance usage charges are based on the actual usage of The Company's network. Timing of a call begins when the called party accepts the charges for the call. Positive response for acceptance of a call is required. A call will be terminated within five (5) seconds from the last message given if no positive response is received.

3.2.2 Chargeable time for a call ends upon disconnection by either party.

3.2.3 The minimum call duration and initial period for billing purposes is one minute.

3.2.4 Unless otherwise specified in this tariff, for billing purposes usage is measured and rounded to the next higher full minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

3.2.5 No charges apply for incomplete calls or for calls to called parties who do not accept the charges for the call. The Company will terminate a call if the called party does not accept responsibility for the charges. If a Customer believes he or she has been incorrectly billed for an incomplete call, the Company will, upon notification, investigate the circumstances of the call and issue a credit when appropriate.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Institutional Automated Collect Service

Institutional Automated Collect Service is provided for use by inmates and other incarcerated persons in Correctional Institutions within the state of South Carolina. Interstate service is offered in conjunction with intrastate service.

Service may be limited by the administrators of the institutions as to availability, call duration or calling scope. Calls are billed to the Called Party. The Called Party must actively accept charges for the call. A per-call service charge applies to each call. Calls are billed in full minute increments.

Institutional Automated Collect Service allows inmates to make collect calls to terminating locations anywhere within in the state. An automated system prompts the caller and the called party through user - friendly instructions. The called party must accept responsibility for payment of the charges by dialing the designated digit for acceptance. If a call is not accepted within five (5) seconds of the automated voice recording prompt, the automated recording is replayed a second time. If an acceptance digit is not received five (5) seconds after the second recording is completed, the call is automatically terminated.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Prepaid Institutional Calling Services

3.4.1 General

Prepaid Institutional Calling Services provide alternative payment arrangements for inmates in Confinement Institutions. Prepaid Institutional Calling Services are available 24 hours a day, seven days per week. Access to telephone service by an inmate may be subject to time of day and usage restrictions imposed by individual Confinement Institutions. No minimum service period applies.

Network usage for Prepaid Institutional Calls is deducted from the Available Usage Balance in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest penny on a per call basis.

The called party is automatically informed of the Available Usage Balance remaining in the Prepaid Account prior to acceptance of the call. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses. A reminder message is also provided when the account balance has one minute of usage remaining. All calls must be charged against an account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the account is insufficient to continue the call.

Payment for Prepaid Institutional Calling Services and any Available Usage in the Prepaid Account is refundable upon request by the called party. The Available Usage Balance expires six months from the date the last call is made on the Prepaid account. No refunds of unused balances will be issued after the expiration date.

Two options are available with Prepaid Institutional Calling Services. The first option, the Prepaid Debit Account, allows the inmate to set up his/her own prepaid account at the Confinement Institution; the second option, Prepaid Collect Service, allows the Called Party who receives collect calls from inmates to set up his/her own prepaid account.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Smart Communications Prepaid Institutional Calling Services, (Cont'd.)

3.4.1 General, (Cont'd.)

A. Prepaid Debit Account

With a Prepaid Debit Account, the inmate is assigned a Personal Identification Number (PIN.) When the inmate places a call, he/she enters the PIN and called telephone number. All deposits to the account are paid to and handled by the Institution. The Company receives payment from the inmate's debit account via the Institution; it does not engage in direct monetary transactions with the inmate.

The Company's system automatically informs the caller of the Available Usage Balance remaining in the Prepaid Debit Account, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted from the Available Usage Balance in the account on a real time basis as the call progresses.

B. Prepaid Collect Service

Prepaid Collect Service is available for use by individuals who receive collect calls from inmates in Confinement Institutions. Once an account is established, all collect calls from the facility to the telephone number associated with the prepaid collect account are automatically processed as prepaid collect. If the payment into the account is provided via credit card, credit verification procedures are carried out under the terms specified in Section 2 of this tariff. Deposits to the account are paid to and handled by the Company via arrangement with a vendor.

Initial and additional payments will be accepted with a \$100.00 payment maximum. Initial and additional payments into the account may be made by cashier's check, money order, credit card, debit card, electronic checking or Western Union. Transaction fees will apply for credit card and check by phone transactions. All payments will be subject to applicable taxes.

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SECTION 4 – MAXIMUM RATES

4.1 General

Each Customer is charged individually for each call placed through the Company. Charges are assessed based on their use of the service. No fixed monthly recurring charges apply.

4.2 Time of Day Rate Periods

- A. For time of day sensitive services, the following rate periods apply unless otherwise specified in this tariff:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD					EVE	
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* Up to but not including.

- B. Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

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SECTION 4 - MAXIMUM RATES, (CONT'D.)

4.3 Institutional Collect Service Rates

The following rates and charges apply to operator assisted collect calls placed by inmates in correctional institutions using the Company's service. Usage is measured and rounded to the next higher full minute increment for billing purposes.

4.3.1 Rates and Charges

A. Option 1

Rate, Per Minute: \$0.30

4.4 Prepaid Collect Institutional Calling Services

4.4.1 Rates and Charges

A. Option 1

Rate, Per Minute: \$0.30

4.5 Prepaid Debit Institutional Calling Services

4.5.1 Rates and Charges

A. Option 1

Rate, Per Minute: \$0.30

INSTITUTIONAL TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - MAXIMUM RATES, (CONT'D.)

4.6 Ancillary Service Charges

- 4.6.1 Automated Payment Fees (where available) – Credit Card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk (where available).

Automated payment fees \$3.00

- 4.6.2 Live Agent Fee – A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions.

Live Agent Fee \$5.95

- 4.6.3 Paper Bill/Statement Fees – Fees associated with providing customers of Inmate Calling Services an optional paper billing statement.

Paper Bill/Statement Fees \$2.00

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SECTION 5 - CURRENT RATES

5.1 Institutional Collect Service Rates

5.1.1 Rates and Charges

A. Option 1

Rate, Per Minute: \$0.25

5.2 Prepaid Collect Institutional Calling Services

4.4.1 Rates and Charges

A. Option 1

Rate, Per Minute: \$0.21

5.3 Prepaid Debit Institutional Calling Services

4.5.1 Rates and Charges

A. Option 1

Rate, Per Minute: \$0.21

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SECTION 5 - CURRENT RATES, (CONT'D.)

5.4 Ancillary Service Charges

- 5.4.1 Automated Payment Fees (where available) – Credit Card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk (where available).

Automated payment fees \$3.00

- 5.4.2 Live Agent Fee – A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions.

Live Agent Fee \$5.95

- 5.4.3 Paper Bill/Statement Fees – Fees associated with providing customers of Inmate Calling Services an optional paper billing statement.

Paper Bill/Statement Fees \$2.00

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